



Commonwealth of Massachusetts
Executive Office of Health and Human Services
Division of Medical Assistance
600 Washington Street
Boston, MA 02111
www.mass.gov/dma

MassHealth
All Provider Bulletin 124
May 2003

TO: All Providers Participating in MassHealth

FROM: Douglas S. Brown, Acting Commissioner 

RE: **Implementation of the 837 Professional HIPAA-Compliant Electronic Claim Format**

New Electronic Claim Format and Specifications

Effective June 9, 2003, the Division of Medical Assistance (Division) will implement the 837 Professional Health Care electronic claim format. The Health Insurance Portability and Accountability Act of 1996 (HIPAA) mandates implementation of this format by all affected MassHealth providers who submit electronic claims no later than October 16, 2003.

It is essential that affected providers complete testing and achieve compliance as far in advance of that date as possible. Our Companion Guide, which should be used in conjunction with the Implementation Guide for the 837P, contains MassHealth-specific technical and data-element requirements, and identifies the types of claims that can be submitted using this format. The Companion Guide can be downloaded from the MassHealth Provider Web site at www.mahealthweb.com. Click on "HIPAA," and then "Testing," to reach the Companion Guide.

Prior to Testing

You must successfully complete the testing process before you can submit claims for processing in the 837P format. You are encouraged to contact your software vendor or billing intermediary to prepare test submissions for MassHealth, if applicable. A signed Trading Partner Agreement (TPA) is required to be on file before you submit test claims. You must complete a MassHealth TPA (attached), **only if you have not already done so**, and **return it to MassHealth** at the address listed on the back of this bulletin.

Please note that if you have already completed a MassHealth TPA and returned it to Electronic Data Systems (EDS), you do not need to complete a new form.

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***Address for
Submitting TPA***

MassHealth
Attn: HIPAA Support Center
P.O. Box 9101
Somerville, MA 02145

Testing and Support

Once your TPA is acknowledged and you are ready to begin testing, contact the **MassHealth HIPAA Support Center** either by telephone at **617-576-4030**, or by e-mail at mahipaasupport@unisys.com. The MassHealth HIPAA Support Center will verify the transactions you will conduct and your readiness dates, and provide you with additional information about the testing process, requirements, and schedule.

***Trading Partner
Profile Form***

All electronic submitters, including billing intermediaries and clearinghouses, will be asked to complete a Trading Partner Profile (TPP) form. The purpose of this form is to collect additional data about which HIPAA transactions you will conduct with MassHealth, and to verify the contact information at your facility.

If you have not already completed the TPP form either in writing or by telephone, contact the MassHealth HIPAA Support Center for assistance.

Production Claims

Test claims in the 837 Professional format will not be adjudicated in the weekly pay cycle. Until you are approved to submit production claims in the 837 format, you must continue to submit claims for processing in the existing format during the testing period.

If you submit paper claim forms, you can continue to do so; there are no changes in this process. However, all providers are encouraged to bill electronically.

Questions

If you have any questions about this, or other HIPAA-related information, contact the MassHealth HIPAA Support Center at 617-576-4030 or by e-mail at mahipaasupport@unisys.com.



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MassHealth **Trading Partner Agreement**

This Trading Partner Agreement ("Agreement") is made as of _____ 200_____, between the Division of Medical Assistance ("Division") and

Trading Partner Name (please print)

Provider No.

(“Trading Partner”).

The Trading Partner intends to conduct MassHealth transactions with the Division of Medical Assistance in electronic form. Both parties acknowledge and agree that the privacy and security of data held by or exchanged between them is of utmost priority. Each party agrees to take all steps reasonably necessary to ensure that all electronic transactions between them conform to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder. Without limiting the generality of the preceding sentence, the parties agree as follows:

1. Each party will take reasonable care to ensure that the information submitted in each electronic transaction is timely, complete, accurate, and secure, and will take reasonable precautions to prevent unauthorized access to (a) its own and the other party's transmission and processing systems, (b) the transmissions themselves, and (c) the control structure applied to transmissions between them.
2. Each party is responsible for all costs, charges, or fees it may incur by transmitting electronic transactions to, or receiving electronic transactions from, the other party.
3. The Trading Partner will conform each electronic transaction submitted to the Division to the Specifications Addendum applicable to the transaction, and to the applicable Companion Guide. The Division may modify the Specifications Addendum and the Companion Guide at any time without amendment to this Trading Partner Agreement, but the Trading Partner shall not be required to implement such modifications sooner than 60 days after publication of the modified Specifications Addendum or Companion Guide, unless a shorter compliance period is necessary to conform to applicable federal law or regulation. Only the last-issued Specifications Addendum of each type will be effective as of the date specified in the Specifications Addendum. The Division may reject any transaction that does not conform to the applicable Specifications Addendum and the Companion Guide.
4. Before initiating any transmission in HIPAA standard transaction format, and thereafter throughout the term of this Agreement, the Trading Partner will cooperate with the Division and the Division's Business Associates (i.e., vendors who perform certain functions on the Division's behalf) in such testing of the transmission and processing systems used in connection with MassHealth as the Division deems appropriate to ensure the accuracy, timeliness, completeness, and security of each data transmission.

5. Each party is solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from the other party and other persons. If either party receives from the other data not intended for it, the receiving party will immediately notify the sender to arrange for its return, re-transmission, or destruction, as the other party directs.
6. Termination or expiration of this Agreement or any other contract between the parties does not relieve either party of its obligations under this Agreement and under federal and state laws and regulations pertaining to the privacy and security of Individually Identifiable Health Information nor its obligations regarding the confidentiality of proprietary information.
7. The Trading Partner may authorize one or more intermediaries to electronically send or receive MassHealth data on its behalf. Every such intermediary must first be bound by written agreement with the Trading Partner to comply with applicable law and regulations, with the current applicable Specifications Addenda and Companion Guides, and with the terms of this Agreement. The Trading Partner agrees and represents that it will disclose its provider number, user ID number, password, and any other means that enable MassHealth data to be transmitted to or received from the Division, only to intermediaries with whom it has such agreements, or to members of its workforce, whom the Trading Partner has authorized to receive and transmit data on its behalf. The Trading Partner will be bound by and responsible for the acts and omissions of all such persons in the exchange of electronic data with the Division. The Trading Partner shall notify the Division of any event, such as the termination of its relationship with a previously authorized employee or intermediary, that may require action to foreclose submission and receipt of transactions by persons no longer authorized by the Trading Partner to act on its behalf. Use of an intermediary shall not relieve the Trading Partner of any risks or obligations assumed by it under this or any other agreement with the Division, or under applicable law and regulations. The Trading Partner will bear all costs resulting from its use of intermediaries.
8. This Agreement shall take effect and be binding on the Trading Partner and the Division when signed by the Trading Partner and received by the Division. In case of conflict between this Agreement and any prior contracts between the parties, including prior versions of this Agreement, this Agreement will prevail.

Trading Partner Authorized Signature
[manual signature required – no facsimile]

Printed Name of Signer

Date

Telephone Number

E-mail Address